



**ST. TAMMANY PARISH**

MICHAEL B. COOPER  
PARISH PRESIDENT

**NOTICE TO BIDDERS**

**ST. TAMMANY PARISH**

Sealed bids will be received by the Department of Procurement, until **2:00 p.m., Thursday, May 23, 2024**, and then opened and read publicly at that time by the Procurement Staff for the following project:

**Bid # 24-19-2 – Sodium Hypochlorite Bulk Delivery**

Each paper bid must be submitted in a sealed envelope. The outside of the envelope shall show the Name and Address of the Bidder, the Bid Name and the Bid Number.

**The project classification is:**

**Materials**

This bid package is available online at [www.bidexpress.com](http://www.bidexpress.com) or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is the Vendor's responsibility to check Bid Express, or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

Bids will be received at 21454 Koop Dr., Suite 2F, Mandeville, LA 70471 from each bidder or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at [www.bidexpress.com](http://www.bidexpress.com).

Procurement Department

# **BID PROPOSAL**

ST. TAMMANY PARISH  
GOVERNMENT



BID PACKAGE FOR  
Sodium Hypochlorite Bulk Delivery

BID NO.: 24-19-2

April 22, 2024

**Section 01**

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## Section 02

### Instructions to Bidders

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the Procurement Department no later than 2:00 CST seven (7) working days prior to the bid opening date. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Bid security is not required for this bid. Be sure that your bid is properly signed. The bid must be fully completed.
2. The Owner is the St. Tammany Parish Government (the “Parish”).
3. The terms “he/his” and “it/its” may be used interchangeably.
4. The terms “Owner,” the “Parish,” and “St. Tammany Parish” may be used interchangeably.
5. The term of the contract will be from the date the Notice to Proceed is issued by the Department of Utilities through December 31, 2024, with the option of two (2) additional one (1) year renewals, if the Parish and Contractor agree. A notice of intent to renew would be issued in writing by the Parish. No extension request is guaranteed or absolute.
6. Bidder specifically understands that acknowledgment of the General Conditions is required. **The Bidder’s signature on the “Material Bid Price Form” will serve as acknowledgment of the Bidder’s receipt and understanding of any Supplementary Conditions.**
7. Only the Material Bid Price Form and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Material Bid Price Form will be furnished for Bidding.
8. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.
9. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, and the Project name and the Bid number. In the case of an electronic bid proposal, a vendor may submit an authentic digital signature on the electronic bid proposal and the Bid number.
10. The price quoted for Materials shall be stated in figures on the Material Bid Price Form. The price in the Bid shall include all costs including freight necessary for the complete delivery of the Materials in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes.
11. The Bid shall be signed by the Bidder. The information required on the Material Price Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
12. Bidders shall not attach any conditions or provisions to the Bid. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid.
13. A Bid may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Bid will be returned to the Bidder unopened. A bid withdrawn under the provisions of LSA-R.S. 38:2214(C) cannot be resubmitted.
14. Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior

to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.

15. No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the Bids may not be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid as submitted without Modification. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O).
16. The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal, illegible, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder is concerned. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
17. The Vendor shall indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
18. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
19. Bidder shall thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, Drawing or document shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
20. The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
21. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the Bids shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38:2212(H), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Bids may also be mailed by certified mail to **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the Bidders to ensure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**
22. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these Instructions, and addressed:

**St. Tammany Parish Government  
Department of Procurement  
21454 Koop Drive, Suite 2-F  
Mandeville, LA 70471**

23. Complete sets of Drawings, Specifications and Contract Documents may be secured on Bid Express at [www.bidexpress.com](http://www.bidexpress.com) or the LaPAC website: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>
24. The Parish reserves the right to award items separately, Grouped or on an All-or-None basis and to reject any or all bids and waive any informality. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract shall be issued in conformance with LSA-R.S. 38:2216. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
25. Failure of the successful Bidder to execute the Contract within ten (10) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited. Award may then be made to the next lowest responsible bidder.
26. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
27. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
28. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE these times. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
29. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;

A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;

Copies of relevant documents;

All information establishing that the protester is an interested party and that the protest is timely; and

A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to St. Tammany Parish Government Department of Procurement, P.O. Box 628, Covington, LA 70434

The protest review shall be conducted by the Parish Legal Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial

proposals, must be filed with and received by the Department of Procurement BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and fax, if the protestor has provided a fax number. The protestor can request additional methods of notification.

30. The last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquiries must be submitted via fax to 985-898-5227, or via email to [Procurement@stpgov.org](mailto:Procurement@stpgov.org). Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
31. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time, St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
32. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
33. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the vendor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the vendor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting vendor will be considered.
34. In accordance with Louisiana Law, all Corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.
35. If any part of the provisions contained herein and/or in the Specifications and Contract for the materials delivered shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.
36. Notwithstanding any other provision of La. R.S. 38:2251 to the contrary, the following preferences shall apply only to bidders whose Louisiana business workforce is comprised of a minimum of fifty percent (50%) Louisiana residents.

1) Do you have a Louisiana Business workforce? \_\_\_\_\_ yes \_\_\_\_\_ no

2) If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? \_\_\_\_\_ yes \_\_\_\_\_ no

**A.** In accordance with the provisions of La. R.S. 38:2251, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of Title 38 of the Louisiana Revised Statutes may purchase such materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in La. R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the State by more than ten percent (10%).
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.

- (3) In cases where more than one (1) bidder offers Louisiana items that are within ten percent (10%) of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

Do you claim this preference? \_\_\_\_\_ yes \_\_\_\_\_ no

Specify line number(s) \_\_\_\_\_

Specify the location within Louisiana where the product is produced, manufactured, or assembled:

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(NOTE: if more space is required, include it on a separate sheet.)

Failure to specify the above information may cause elimination from preferences.

## Section 03

### Specifications

#### **I. Specifications**

St. Tammany Parish Government, Department of Utilities (DU) is seeking a provider for the supply and delivery of Liquid Sodium Hypochlorite (bleach) at 12.5%.

The sodium hypochlorite to be supplied under the terms and conditions of this bid must meet the current version of the following described:

- American Water Works Association (AWWA) B300 standard and is certified as suitable for the treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects.

#### **Chemical Requirements**

The sodium hypochlorite- shall contain no substances or impurities in quantities capable of producing deleterious or injurious effects on the health of those consuming potable water that has been properly treated with sodium hypochlorite.

The sodium hypochlorite- must contain between one hundred fifteen and one hundred twenty-five (115 - 125) grams per liter available chlorine and must conform to the current version of AWWA Standard B300. The sodium hypochlorite product must also have been tested and certified as suitable for the treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment.

Bidders must include a current printout from the ANSI-accredited product certification organization. A product data sheet describing the product shall be furnished.

#### **Delivery Requirements**

A list of delivery locations, and tank sizes for each location is provided below. Bidders are responsible for reviewing and ensuring that their product can be delivered to each location.

The frequency of deliveries and estimated delivery size will vary. The Provider shall make weekly deliveries to Parish Sites' within twenty-four (24) hours advance notice, seven (7) days a week, three hundred and sixty-five (365) days a year.

The requested estimated gallons will be sent to the provider via e-mail on a weekly basis. DU staff member will provide a request each Tuesday before 10:00 AM CST. Not all sites will require weekly supply, the average weekly deliveries will range from 10 to 30 sites.

Deliveries shall be made no later than forty-eight (48) hours after receipt of estimated gallons are requested by the authorized DU staff member.

DU annual estimated deliveries are: 131,000 (one hundred thirty - one thousand gallons.)

Normal weekly delivery must be made between 8:00 A.M. and 2:00 P.M. Drivers shall notify Parish personnel one (1) hour before arrival. Parish personnel *may* escort delivery to all parish-owned sites.

Delivery of the Liquid Sodium Hypochlorite must be done with a Fiber Reinforced Plastic (FRP) tank truck with an onboard air compressor and metering system that delivers the Liquid Sodium Hypochlorite based on air pressure and requires no pumps or gravity-fed and shall supply all equipment and hoses needed. Worn or damaged hoses will not be accepted for transfer.

The provider shall observe the entire filling operation at each delivery site and shall immediately report to DU personnel any spills caused during the filling process. The provider shall be responsible for any spills resulting from their delivery system failure and shall take immediate action to contain and clean up any spills. If the provider fails to perform appropriate action to clean up the spill; DU will hire a qualified company to clean up the spill site and the cost incurred will be deducted from the bidder's amount owed.

A Materials Safety Data Sheet (MSDS) shall be provided to each location of delivery.

### **Emergency Deliverers**

Provider must make emergency deliveries within twelve (12) hours of receipt of the order. An emergency delivery shall be defined as a delivery needed to prevent a site from running out of sodium hypochlorite. DU will endeavor to minimize “emergency” deliveries.

Provider should provide a copy of their continuity of operations plan to be used in the event of an emergency disaster either natural or man-made. Provider must provide 24/7 emergency support service in the event of an emergency. The successful bidder must provide information to DU personnel to use in the event of such an emergency.

Bid shall be rejected if received from Contractors whose sodium hypochlorite does not comply with the DU’s requirements as described in these Bid documents.

Provider must provide a detailed invoice of Liquid Sodium Hypochlorite delivery details. Invoicing shall list each site (broken down by East/West locations), date and time, and final delivery gallons at each site.

Providers shall submit the unit price based on the supply and delivery of Liquid Sodium Hypochlorite (bleach) 12.5%, F.O.B., to parish-wide locations listed in Section 04.

### **II. Delivery Address:**

A list of delivery sites is included in Section 03 of this bid packet.

### **III. Documents: Bid Documents dated April 22, 2024, and entitled:**

BID No. 24-19-2

### **IV. OTHER REQUIREMENTS (as applicable)**

**Section 03**  
**Delivery Locations**

<b>System Name</b>	<b>Address</b>	<b>Tank Size</b>
Soult St., Well	2650 Soult St., Mandeville	275
Ozone Well	149 Walnut St., Covington	200
Koop Well	2458 Koop Dr., Mandeville	300
Helenbirg Well	19422 Helenbirg Rd., Mandeville	275
Faubourg Well	69336 HWY 1077 Madisonville	300
HWY 22 Well	265 HWY 22 Mandeville	275
HWY 1088 Well	1415 HWY 1088 Mandeville	65
Holding Tank	109 HWY 1085 Madisonville	100
Timberbranch Well	513 Laurreleak Ln., Covington	120
Indian Trace Well	122 Indian Trace Madisonville	120
Northlake Behavioral Hospital Well	23515 US HWY 190 Mandeville	130
Bedico Creek Well	100 Bedico Creek Blvd Madisonville	265
Timberlane Well	1857 HWY 22 West Madisonville	130
Abita Lakes Well	200 Kissena Park Ct., Covington	130
Christwood Well	129 Christwood Loop Covington	120
Goodbee Well	74414 HWY 1077 Covington	55
Diversified Well	109 HWY 1085 Madisonville	65
Black River Well	979 Old Ponchatoula Madisonville	55
LA Heart Hospital Well	64030 HWY 434 Lacombe	200
Tamanend Well	65668 HWY 434 Lacombe	55
Ben Thomas Well	50509 Javery Rd., Slidell	65
Alton Well	62225 N., 13th St., Slidell	65 + 55
Meadow Lakes Well	3157 Meadow Lake Dr., East, Slidell	115
Steel Road Well	303 Steele RD., Slidell	275
Willow Wood Well	200 Cross Gates BLVD., Slidell	275
River Oaks Well	1016 Sewell Rd., Slidell	55
Diversified WWTP	109 HWY 1085 Madisonville	200
HWY 22 WWTP	265 HWY 22 Madisonville	500
Tallow Creek WWTP	233 Tallow Creek BLVD., Mandeville	200
Goodbee WWTP	74414 HWY 1077 Covington	65
Castin WWTP	2255 Toulandar St., Mandeville	500
West St. Tammany WWTP (WST)	127 HWY 108 Covington	500
Timberbranch II WWTP	1863 Ochsner BLVD. Covington	500
Westwood WWTP	330 Westwood Dr., Mandeville	1000
Preferred Equities WWTP	22208 E. Koop Dr., Mandeville	200
Autumn Wind WWTP	22155 Hoffman Rd., Mandeville	55
Meadow Lakes WWTP	3157 Meadow Lake Dr., East, Slidell	130+55
Cross Gates #1 WWTP	350 N. Military Rd., Slidell	275
Cross Gates #2 WWTP	350 N. Military Rd., Slidell	275
Cross Gates #3 WWTP	350 N. Military Rd., Slidell	275

**SECTION 04**

**Materials Bid Pricing Sheet**

Bidder **must** acknowledge all addenda by entering the number the Parish assigned to **EACH** of the addenda that the Bidder is acknowledging.

The Bidder acknowledges receipt of the following: **ADDENDA:** \_\_\_\_\_.

- All fields must be filled in. **No blanks will be permitted.**
- “**Cost Per Gallon**” shall represent the cost for the specified item as well as any delivery charges (if applicable) to the location(s) indicated in this bid.
- The Bid shall include all applicable Federal, State, Parish, Municipal, or other taxes.

<b>Items</b>	<b>Description</b>	<b>Cost per Gallon</b>
<b>01</b>	Supply and delivery of Liquid Sodium Hypochlorite 12.5%	\$ _____
<b>02</b>	Emergency Delivers	\$ _____

**\*Bid prices shall include delivery of all items F.O.B. Destination or as otherwise provided in the bid.**

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_  
\_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**THE FOLLOWING ITEM TO BE INCLUDED WITH THE SUBMISSION OF THIS MATERIAL BID PRICE FORM:**

**\*\* A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B) (5).

SECTION 05

**CONTRACT FOR MATERIALS OR SUPPLIES**

**Contract No.: «txtMunisContractNum»**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and Crawler Supply, Co., an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Vendor") do hereby enter into contract under the following terms and conditions.

The Parish has caused Contract Documents to be prepared for purchasing certain supplies as specified in the accompanying documents, and

The Parish has solicited/advertised to/for Vendors, has received, analyzed same and duly awards a contract to the "Vendor" for Materials or Supplies as stated more in detail in the documents hereto attached:

This contract is awarded on a unit price, "As Needed" basis according to the specifications provided. St. Tammany Parish Government takes no responsibility for payment of orders not following proper procedure.

**1. SCOPE OF SERVICES AND PAYMENT**

1.1 The Parish requires the Vendor to:

«txtScopeSummary»

1.2 Further details of the work and the responsibilities of the Vendor will be provided in the documents, a copy of which will be maintained by the supervising Department and the Procurement Department. The Parties are bound to these details and responsibilities as if copied herein in extenso. Vendor will invoice Parish as deliveries are made, and verified by the supervising Department. Vendor agrees to update, provide and/or

substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish.

## **2. JURISDICTION**

This Contract shall be deemed to be a Contract made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Vendor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany Parish shall apply.

## **3. SEVERABILITY**

If any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.

## **4. LIABILITY AND INDEMINIFICATION**

### **A. Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

## **B. Contractor Liability**

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

## **C. Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

## **D. Indemnification**

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

#### E. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

## **5. TERMINATION, CANCELLATION, AND SUSPENSION**

### **A. Termination**

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

### **B. Cancellation**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill

the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

**C. Suspension**

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

**D. Default of Contractor**

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

**E. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney**

fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

- F. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

## **6. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Vendor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Vendor is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Vendor supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **One (1)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

**WITNESSES:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**VENDOR:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**ST. TAMMANY PARISH GOVERNMENT:**

\_\_\_\_\_  
Michael B. Cooper  
Parish President

\_\_\_\_\_  
Date

**APPROVED BY:**

\_\_\_\_\_  
Assistant District Attorney  
Civil Division

\_\_\_\_\_  
Date



## SECTION 06

# INSURANCE REQUIREMENTS\*

Material Services Project: Sodium Hypochlorite Bulk Delivery\_\_\_\_\_

Project/Quote/Bid#: 24-19-2

### **\*\*\*IMPORTANT – PLEASE READ\*\*\***

**Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.**

*These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.*

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
  3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
  4. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.

- 1. **Commercial General Liability\*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
  - a) Premises - operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal/Advertising Injury;
  - e) Broad form property damage (for Projects involving work on Parish property);
  - f) Explosion, Collapse and Damage to underground property.
  - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.
  
- 2. **Business Automobile Liability\*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
  - a) Any auto;
  - or**
  - b) Owned autos; **and**
  - c) Hired autos; **and**
  - d) Non-owned autos.Endorsement for Pollution coverage for all vehicles used to transport fuel.
  
- 3. **Workers' Compensation/Employers Liability insurance\*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.
  
- 4. **Pollution Liability and Environmental Liability\*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates **OR**
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

5. **Contractor's Professional Liability/Errors and Omissions\*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates **OR**
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

6. **Marine Liability/Protection and Indemnity\*** insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

**\*Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.

- F. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**St. Tammany Parish Government  
Attn: Risk Management  
P O Box 628  
Covington, LA 70434**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

**\*NOTICE:** St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.

**Any inquiry regarding these insurance requirements should be addressed to:**

**St. Tammany Parish Government  
Office of Risk Management  
P O Box 628  
Covington, LA 70434  
Telephone: 985-898-5226  
Email: riskman@stpgov.org**